

**ERIE COUNTY
DEPARTMENT OF HEALTH
PRESCHOOL CONTRACT**

RELATED SERVICES

**AGREEMENT FOR THE PROVISION OF RELATED SERVICES TO PRESCHOOL
CHILDREN WITH DISABILITIES PURSUANT TO
NEW YORK STATE EDUCATION LAW ARTICLE 89, SECTION 4410**

THIS AGREEMENT, dated the 6th day of May, 2014, between the COUNTY OF ERIE, hereinafter referred to as the County, acting by and through the Erie County Department of Health, having its office located at 95 Franklin Street in the City of Buffalo, State of New York, and BUFFALO HEARING & SPEECH CENTER, INC., hereinafter referred to as the Provider, having its office located at 50 E. NORTH ST. BUFFALO, NY 14203, is for the provision of related services to preschool children with a disability (pursuant to New York State Education Law, Article 89, Section 4410).

WHEREAS, the Provider has been approved by the New York State Department of Health to provide services to preschool children with disabilities, which the Erie County Department of Health Special Needs Division requires for this contract and will provide a copy of such approval to Erie County to be included as **Exhibit F** of this contract; and

WHEREAS, "Related Services" shall mean those services as defined in Paragraph J of subdivision one (1) of Section 4410 of Article 89 of the New York State Education Law provided to a preschool child at the type of setting determined by the (CPSE) Committee on Preschool Special Education, including but not limited to an approved or licensed pre-kindergarten or head start program; the work site of the provider; the child's home; a hospital; a state facility; or a child care location pursuant of Section 4410 of Article 89 of

the New York State Education Law; and

WHEREAS, "Eligible Child" and "Eligible Children" shall mean a preschool child referred to Provider by the Board who has identified the child as having a disability pursuant to New York State Education Law, Article 89, Section 4410 and served by the Provider; and

WHEREAS, "half hour unit" shall mean thirty (30) minutes of related services delivered to each eligible child; and

WHEREAS, "NYSED" shall mean the New York State Education Department, and

WHEREAS, "Commissioner" shall mean the Commissioner of Education of the State of New York acting through the New York State Education Department; and

WHEREAS, "Board" shall mean a local Board Of Education as defined in New York State Education Law, Section 2 or trustees of a common school district as defined in New York State Education Law, Section 1601; and

WHEREAS, "CPSE" shall mean Committee on Preschool Special Education; and

WHEREAS, "County Representative" shall mean the Commissioner of the Erie County Department of Health or his designee; and

WHEREAS, "Subcontractor" shall mean an agency or individual and its employees who are approved, certified, licensed and or accredited by New York State Education who provide special education services and/or programs to preschool children identified by the Board as having a disability and who is not an employee of the Provider;

NOW THEREFORE, in order to make related services available to preschool children identified by the CPSE as having a disability pursuant to New York State Education Law, Article 89, Section 4410, the parties hereto mutually agree as follows:

I. PROVIDER'S RESPONSIBILITIES

1. Provider shall deliver related services to each eligible child placed with the Provider by the CPSE pursuant to New York State Education Law, Article 89, Section 4410. Services shall be provided as specifically prescribed on the IEP.

2. Provider shall be able to deliver related services to eligible children for a total minimum of two hundred and ten (210) days during the term of this Agreement, including a minimum of one hundred eighty (180) days to be provided between September 1st and June 30th, and also for a minimum of thirty (30) days between July 1st and August 31st of each year.

3. Provider agrees to notify the responsible CPSE and County if Provider is unable to start services within five (5) business days of receipt of the IEP. Provider further agrees to secure the approval of the responsible CPSE if Provider must place eligible child on a waiting list to await the commencement of services and to notify the parent and the County if services must be delayed.

4. Provider agrees to notify CPSE and County if qualified staff person is unable to provide approved service as stated on the IEP for the time period in question. Furthermore, if Provider is unable to provide all services on the child's IEP, other than for a short-term absence of a qualified staff person, then it is the Provider's responsibility to make alternative arrangements with qualified substitute personnel. If alternative arrangements cannot be made, Provider must bring back to CPSE to review for different program placement.

5. Provider shall submit a Monthly Report to the County on the total number of eligible children who received related services and the total number of half hour units of related services provided to the County no later than the fifteenth (15) day of the month following the month in which related services provided. A sample format for the Related

Service Monthly Report to be used by Provider is attached hereto as **Exhibit "A"**.

6. Provider agrees to complete the Erie County Department of Health Section 4410 Statement of Reassignment attached hereto as **Exhibit "B"** and New York State Department of Health Medicaid Reimbursement and Disclosure Form attached hereto as **Exhibit "B1"** and to retain such form on file for nine (9) years pursuant to statute for possible audit by County, State or Federal government. Provider agrees to comply with all documentation requirements forwarded to it by the County and/or the New York State Department of Education and/or other offices of New York State relating to Medicaid reimbursement claims. Provider understands that in instances whereby documentation submitted to the County that is necessary for Medicaid reimbursement claims is incomplete or inaccurate resulting in the County being prohibited from claiming Medicaid reimbursement the County will consider said service invalid and will not render payment to the provider. If such errors are discovered after payment has been rendered in good faith the County will deduct said payment from future payments.

7. Provider hereby warrants and represents that, as of the effective date of this Agreement, no employee or subcontractor of provider has been excluded, debarred, suspended or been otherwise determined to be or identified as ineligible to participate in any federal or administrative process that might lead to a possible exclusion.

Provider agrees to monitor their employees and subcontractors exclusion status by checking all employees and subcontractors against the publicly available data on exclusions, suspensions, and debarments. At a minimum, contractor shall check exclusion status monthly against the List of Excluded Individuals and Entities maintained by the United States Office of the Inspector General, the Excluded Parties List System maintained by the United States General Services Administration, as well as any applicable New York State database. Consultant shall notify the ECDOH, within (1)

business day of Consultant's becoming aware of any of the foregoing information, notice, actions or events during the term of this Agreement. The appearance of Consultant or any of its employees or subcontractors on any of the lists of excluded providers shall constitute a breach of this Section and Erie County shall have the sole option to terminate the Agreement immediately with no required notice.

Should Erie County be levied a fine in connection with any improper billings resulting from the provision of services of items by Consultant itself if such entity is on an exclusion list or an excluded provider employed or subcontracted by Consultant, Consultant shall reimburse Erie County the total amount of such fine levied. This shall include costs associated with the denial of any otherwise reimbursable billing, the recovery of funds already reimbursed, administrative and civil money penalties and any judgment in a Federal False Claims Act proceeding.

Provider agrees to review the Erie County Department of Health Children with Special Needs 'Medicaid Compliance Program' document, attached hereto as **Exhibit B2**, and shall complete the Contractor/Consultant Medicaid Compliance Certification included as part of this agreement. Provider further agrees to require that all employees and contracted staff review the compliance program and complete the Employee Medicaid Compliance Certification on an annual basis. This certification shall be housed in the employee/contracted staff's personnel files and be available to the County upon request.

7A. Provider agrees to complete the 'Certification of Under the Direction and Accessibility (CUDA) Form', attached hereto as **Exhibit "C-2"**, for services rendered by a Teacher of the Speech and Hearing Handicapped or CFY working under the direction of a licensed Speech-Language Pathologist. The CUDA Forms should be kept on file and available for inspection by Erie County or the Office of the Medicaid Inspector General in the event of an audit.

7B. Provider is aware that the Medicaid program requires documentation of a face to face session completed by the supervising SLP prior to the County claiming for reimbursement. As such, the face to face date MUST be included on all session notes written.

7C. Provider will submit copies of all Speech session notes no later than sixty (60) days after the end of the month in which they are completed. **Session notes must be legible and must comply with all Medicaid requirements to be considered valid for payment. .**

7D. Provider agrees to update Provide NPI spreadsheet whenever a new SLP is hired. The spreadsheet should be attached to the invoice each month with any changes highlighted.

7E. Provider is aware that each SLP employed by Provider is required to obtain a non-billing Medicaid Provider number per the OPRA regulation. Provider is aware that scripts should NOT be written by any SLP for whom the Provider does not have a non-billable Medicaid Provider number on file for.

7F. Provider agrees to provide to the family of each child being serviced by provider a Written Notification form attached as **"EXHIBIT C"** during the month of September each year. Provider will document having done so. A written or computer generated list of children including the date the form was provided to the family will suffice. The list should be submitted to the County of Erie (attention: Irene Jowsey) no later than October 15th of each year along with the Attestation form attached as **"EXHIBIT C1"**

8. Provider shall submit a monthly invoice to the County for the actual total number of half hour units delivered to eligible children on or about fifteen (15) days after the end of the month in which related services were delivered. Only services rendered as prescribed on the IEP shall be eligible for payment. The monthly invoice is to be

developed by Provider and submitted with the prior approval of the County (sample attached hereto as **Exhibit "D"**).

9. Provider agrees to submit updated information to the County Representative for each eligible child upon request and to a review by CPSE, to include standardized testing scores when appropriate or a periodic review upon request of CPSE. Provider agrees to contact the County Representative by telephone or fax machine if the County will not be in receipt of updated information within five (5) business days in advance of the CPSE meeting. In the event that Provider requests a change in an eligible child's related services program, County Representative will be notified within five (5) business days prior to the CPSE meeting, or immediately upon request to the County.

10. Provider agrees that no eligible child's parent(s), guardian(s) or other related adult shall be required or requested to make any payment for related services and/or transportation in addition to payment for related services made to eligible children by the County.

11.A. Provider shall obtain and maintain at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York and shall provide the County with a certificate of insurance as evidence of such coverage on County of Erie Standard Insurance Certificate, attached hereto as **Exhibit "E"**:

1. **Comprehensive General Liability**

With a combined single limit (CSL) for Bodily Injury and Property Damage of \$500,000.00 per occurrence and annual aggregate. The coverage shall include premises and operations, products and completed operations, independent contractors, contractual liability (sufficient to cover all liability assumed under contracts with the County) and personal injury liability.

2. **Automobile Liability**

With a minimum combined single limit (CSL) of liability for bodily injury and property damage of \$ 500,000 per occurrence. The coverage

shall include owned, hired and non-owned autos.

3. **Excess "Umbrella" Liability**

With a minimum limit of \$ 1,000,000

4. **Professional Liability**

With a minimum limit of \$ 1,000,000

5. **Workers' Compensation and Employers' Liability**

Statutory coverage in compliance with the Workers' Compensation Law of the State of New York

6. **Disability Benefits**

Statutory coverage in compliance with the New York State Disability Benefits Law

11B. Provider agrees that the General Liability, Automobile Liability, Excess "Umbrella" Liability and Professional Liability policies shall name the County as an additional insured. All policies shall provide that the insurance company or companies issuing the policies shall have no recourse against the County for payment of any premiums or for assessments under any form of policy and the insurance shall apply separately to each insured except with respect to the limit of liability. Provider agrees that insurance certificates required under this Agreement shall state that prior to cancellation, non-renewal, or material change of the policies of insurance referenced above, at least forty-five (45) days advance written notice shall be given to:

The Erie County Department of Health
95 Franklin Street Room 828
Buffalo, New York 14202

Provider agrees that all insurance certificates shall be approved by the Erie County Department of Law, prior to the execution of Agreement. Failure of Provider to maintain insurance shall result in the County's termination of this Agreement.

12. The Provider agrees to indemnify, defend, and hold harmless the County of Erie, its agents, employees, representatives, and successors against any and all claims, losses, damages, and injuries, including death, property damage, lawsuits, or other disputes which result directly or indirectly from services provided by the Provider pursuant to this Agreement.

13. Provider agrees to submit a year-end financial report to the County on the actual annual cost of delivering related services to all eligible children within one hundred twenty (120) days after the conclusion of the Provider's fiscal year. The year-end financial report shall be in the form prescribed by the Commissioner, and in the absence of such a form, approved in advance by the County. County shall honor all extensions granted to Provider by NYSED for submission of the year-end financial report.

14. Provider shall be responsible for the ongoing training of its staff and/or of any subcontractor it may engage to deliver services as specified herein. Provider agrees to require that ALL employees and contracted staff attend ONE (1) training each year as determined by the county. Provider will submit proof of attendance for all staff.

15. Provider shall prepare and maintain all financial, statistical and other records required pursuant to New York State Education Law, Article 89, Section 4410. All documents and records shall be consistent with the County and State audit requirements. Provider shall retain all financial records and documents related to special education services and programs delivered to each eligible child pursuant to this agreement for seven (7) years after the school year in which the special education services and programs have been delivered.

16. Upon ten (10) days written notice to Provider all records, including financial records, shall be subject to inspection, review or audit by the County and/or the State of New York.

17. Provider shall maintain standards as required by New York State Law and the New York Code of Rules and Regulations in order to preserve its status as an approved Provider for the delivery of related services. In the event Provider is no longer approved, certified, or licensed by the State of New York to deliver related services to eligible children, this Agreement shall be terminated by the County upon written notice to the Provider, whereupon the Provider shall be entitled to no compensation for services provided after the date of such notice and must reimburse County upon proper audit disallowance by either the County or the NYSED.

18. Provider shall observe all applicable local, State and Federal laws, rules and regulations relating to the confidentiality of client records and information. If and to the extent, and so long as, required by the provisions of 42 U.S.C. 1171 et seq. known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated there under, but not otherwise, Provider does hereby assure County that Provider will appropriately safeguard protected health information made available to or obtained by Provider.

19. Provider shall not assign, transfer, convey or otherwise dispose of this Agreement or of its right, title, or interest therein, or the power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County, which consent shall not be unreasonably withheld. Provider will retain ultimate control and responsibility for the service provided and any subcontracts it may enter. Subcontractor shall be bound by the terms and conditions of this Agreement between Provider and County and any other requirement applicable to Provider for the provision of contract services. All subcontracts entered into by Provider relative to the purchase of services pursuant to this Agreement shall be written in accordance with all County, State and

federal laws, rules and regulations and shall be available for review by the County and Commissioner. No subcontract shall result in direct financial obligation by the County. Provider shall require by written agreement that subcontractors and their employees agree to the terms and conditions of the original agreement and observe all applicable County, State and Federal laws, rules and regulations relating to the confidentiality of client records and information as further detailed above.

20. Provider agrees that funding provided by the County shall be acknowledged by the Provider in all of its public correspondence and public relations material.

II. COUNTY'S RESPONSIBILITIES

21. County shall reimburse the Provider for the cost of related services for each eligible child on a monthly basis at the official rate established by County services within forty-five (45) days of the County's receipt of a valid "Notification of Determination of Placement from the Board" and receipt by the County of an invoice from the Provider listing the actual number of half hour units of related services delivered to each eligible child as specifically prescribed on the child's IEP. The invoice form must be approved in advance by the County. All payments made to Provider by County are final and not subject to reconciliation.

22. Provider is aware that services are considered valid only if all supporting required Medicaid documentation is completely and accurately submitted. Payments rendered in good faith will be rescinded if there is evidence that supporting documentation does not meet Medicaid requirements. Medicaid claims by County made in reliance upon information from Provider are subject to federal audit, and any intentional misinformation is punishable by civil and criminal federal and state penalties.

III. MISCELLANEOUS PROVISIONS

23. The Provider understands that the County reserves the right to change the form of or amend any *Exhibits* as necessary and agrees to comply with any such reasonable changes.

24. The term of this Agreement shall be for one (1) year commencing on July 1, 2014 and ending on June 30, 2015. This Agreement shall be subject to two automatic renewals on the anniversary date of execution. Unless either party provides intent to terminate, renewal is assumed.

25. Either party may amend or modify any provision of this Agreement, its exhibits, and any attachments thereto by providing the language of the proposed amendment to the other party who shall either accept or reject the amendment within sixty (60) days of receipt. If not accepted or rejected within that time, the amendment shall be deemed rejected. This Agreement may not be amended or modified in any way in any of its provisions except by written mutual consent, signed by duly authorized representatives of each of the parties hereto. Subject to review and approval by NYSED, new or amended Program Requirements and/or rules and regulations shall not be deemed an amendment to this Agreement. Notwithstanding anything to the contrary in this Agreement, County and Provider acknowledge and agree that no provision of this Agreement shall abrogate the authority of NYSED to review and approve material amendments to this Agreement.

26. This and future agreements shall only incorporate changes that are (a) required by federal or state law or regulation, or necessary to implement federal or state law or regulation, and (b) unrelated to federal or state law or regulation but acceptable to both parties.

27. Notwithstanding the foregoing, the credentials of any professionals used by the Provider will not be required to exceed or be different from those required by NYSED law or regulation.

28. Each party to this Agreement must notify the other party of a material breach to this Agreement and give the other party a reasonable opportunity to cure the breach before terminating this Agreement.

29. In the event that services under this Agreement are no longer mandated by the State of New York, this Agreement shall be terminated effective upon notice via certified mail to Provider at:

BUFFALO HEARING & SPEECH CENTER, INC.
50 E. NORTH ST.
BUFFALO, NY 14203

30. This Agreement shall be governed by the laws of the State of New York.

31. It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of monies available in the yearly budget in the County of Erie, as approved and to the extent of the availability of applicable monies from either the State of New York or the United States. No liability shall be incurred by the County of Erie beyond such monies made available for the purpose thereof.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provisions or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

33. This Agreement is made and executed pursuant to a Resolution of the Erie County Legislature adopted on January __, 20__, at Session # __, Item Reference __ in the Budget of the Legislative Proceedings.

SIGNATURE PAGE INSERTED FOLLOWING THIS PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of the day and year first above written.

COUNTY OF ERIE

By: _____
MARK POLOCARZ/RICHARD TOBE
County Executive/Deputy County Executive

Date: _____

Approved as to content:

(Electronically Signed)
By: _____
GALE R. BURSTEIN, MD, M.P.H.
Commissioner
Erie County Department of Health

Date: _____

Approved as to form:

(Electronically Signed)
By: _____
GREG P. KAMMER
Assistant County Attorney

Date: _____

Vendor Name

By: _____
Name: _____
Title: _____

Date: 8/23/14

2014 ERIE COUNTY DEPARTMENT OF HEALTH

Contract /Amendment #: _____

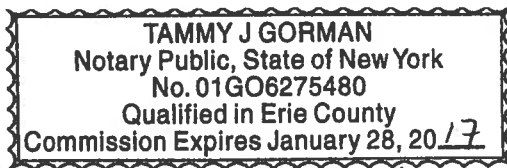
**UNIFORM CERTIFICATE OF
ACKNOWLEDGMENT**

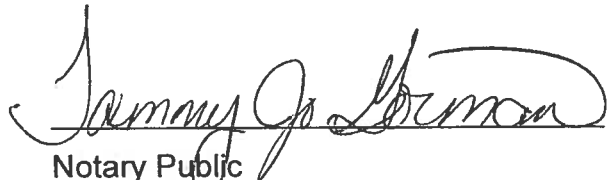
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UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the 6 day of May in the year 2014, before me, the undersigned, personally appeared Joseph Cuzzo, personally known to me, who being by me duly sworn, did depose and say that he/she is the President/CEO of Buffalo Hearing & Speech Center, Inc. the corporation described in and which executed the within instrument, that he/she know the seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.




Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared Mark C. Poloncarz, Erie County Executive/Richard M. Tobe, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entity or individual upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Monthly Report Sample

EXHIBIT A

ERIE COUNTY DEPARTMENT OF HEALTH PRESCHOOL PROGRAM

MONTHLY REPORT – ERIE COUNTY ONLY

Agency Name: _____ Month: _____ Year: _____

TUITION BASED PROGRAMS

Note: Report ALL Tuition Based enrollments during the reporting month. Do not include in the "Children Served" count, children receiving Related Services, or SEIT.

- 1) Number of FTE _____
- 2) Number of Children Served _____

RELATED SERVICES

Note: Report ALL Related Services performed during the reporting month. Do not include in the "Children Served" count children enrolled in Tuition based programs (Dual Services).

- 1) Number of Children receiving RS _____
- 2) Total Number of ½ Hour RS Sessions _____

SEIT SERVICES

Note: The # of Children Receiving SEIT should be for children receiving SEIT Only (Unduplicated count).

- 1) Number of Children receiving SEIT Only _____
(Do not include children receiving SEIT & RS.)
- 2) Total Number of ½ Hour SEIT Sessions for _____
ALL Children Including RS Children (Include SEIT Only and SEIT + RS Children.)

EVALUATIONS

Note: Report only Evaluations provided to the CPSE during the reporting month for both eligible and non-eligible children.

- 1) Number of Evaluations _____
- 2) Estimated Cost of Evaluations _____

Person Completing Form: _____ Date: _____

Due Date: Please mail or fax by the 15th of the month following service.

Mail to: Children with Special Needs Division
Erie County Department of Health
Attn: Cheryl Gould
95 Franklin Street – 828 Rath Building
Buffalo, New York 14202

Fax to: (716) 858-6892

EXHIBIT A

PRESCHOOL EVALUATIONS INVOICE

Therapeutic Learning for Tots
1234 Broadway Avenue
Best City, NY 01234

Bill to:

Erie County Special Needs
Preschool Program
95 Franklin St. Rm.828
Buffalo, NY 14202

Invoice # 7891011
Invoice Date: 01/31/11
Billing for: PS Evals

* Date of
Script for
Audio

* Evaluator

Name & Title for Social Work and
Psychological Evaluations

Child's Name DOB Eval Date Eval CPSE Date Date Eval Amount

Anchor, Ryan	09/23/05	SOC	09/25/10	01/10/11	Eli Swan - BAS/SSW Mary Olive - RN	145.00
Anchor, Ryan	09/24/05	EDU	10/06/10	01/11/11		166.00
Cohan, Lindsey	12/15/07	SPT	09/28/10	12/17/10		166.00
Cuff, Hillary	01/01/07	SOC	10/22/10	10/28/10	Eli Swan - BAS/SSW Sara Majestic - MSeD	145.00
Gomez, Delina	07/11/07	PYC	09/27/10	12/13/10	Dr. Bill Beech - Lic. Clinical Psychologist	252.00
Kruptka, Jules	07/30/07	EDU	11/19/10	10/22/10		166.00
Light, Caden	11/11/06	SOC	12/06/10	12/31/10	Eli Swan - BAS/SSW Sara Majestic - MSeD	145.00
Lowney, Robert	03/29/06	OCT	12/09/10	01/19/11		166.00
Port, Colin	08/30/07	SOC	09/24/10	01/25/11	Eli Swan - BAS/SSW Sara Majestic - MSeD	145.00
Reef, Coral	04/09/07	SOC	09/08/10	11/15/10	Eli Swan - BAS/SSW Mary Olive - RN	145.00
Reef, Coral	04/09/07	PYC	09/08/10	11/15/10	Dr. Bill Beech - Lic. Clinical Psychologist	252.00
Reef, Coral	04/09/07	EDU	09/21/10	11/15/10		166.00
Reef, Coral	04/09/07	OCT	10/15/10	11/15/10		166.00
Reef, Coral	04/10/07	SPT	10/15/10	11/15/10		166.00

Rufus, Kaylee	09/24/06	SOC	10/05/10	12/09/10	Eli Swan - BAS/SSW Sara Majestic - MSeD	166.00
Rufus, Kaylee	09/24/06	PYC	10/08/10	12/09/10	Dr. Bill Beech - Lic. Clinical Psychologist	252.00
Rufus, Kaylee	09/24/06	SPT	10/05/10	12/09/10		166.00
Wiggle, Cara	02/13/05	SOC	12/07/10	12/21/10	Eli Swan - BAS/SSW Sara Majestic - MSeD	166.00
Wiggle, Cara	02/13/05	PYC	12/07/10	12/21/10	Dr. Bill Beech - Lic. Clinical Psychologist	252.00
Wiggle, Cara	02/13/05	EDU	12/07/10	12/21/10		166.00
Wiggle, Cara	02/13/05	PHT	12/13/10	12/21/10		166.00
Wiggle, Cara	02/13/05	SPT	12/13/10	12/21/10		166.00
Total Amount Due						\$3,891.00

EXHIBIT B

Statement of Medicaid Reassignment

(Please complete and include in each contract copy, with original signatures)

EXHIBIT B

ERIE COUNTY DEPARTMENT OF HEALTH
SECTION 4410 PROGRAM FOR CHILD WITH SPECIAL NEEDS
ARTICLE 28

**STATEMENT OF REASSIGNMENT
FOR THE PROVISION OF RELATED SERVICES ONLY**

NAME OF PRESCHOOL SERVICES PROVIDER:

BUFFALO HEARING & SPEECH CENTER, INC

The above-named Provider of services hereby agrees as follows:

1. The County of Erie shall retain MEDICAID revenues received for medical services provided to Medicaid special education preschool students.
2. Provider shall accept as payment in full the reimbursement rates as specified in the contract for covered services.
3. Provider shall comply with all rules and regulations as detailed in its contract with the County.
4. Provider shall not bill Medicaid for any related service billed to the County.

NOTE: Nothing in this Agreement prohibits a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of services provided in the Agreement for the Preschool Supportive Health Services Program.

AUTHORIZED SIGNATURE:

DATED:

5-6-14

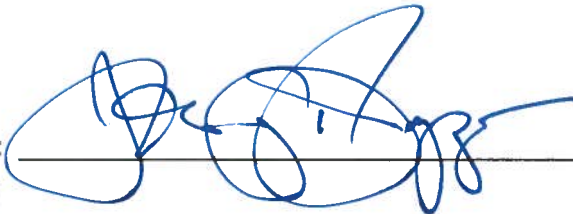


EXHIBIT B1

Medicaid and Reimbursement Disclosure Form

(Please complete and include in each contract copy, with original signatures)

EXHIBIT B1

NEW YORK STATE DEPARTMENT OF HEALTH MEDICAID REIMBURSEMENT AND DISCLOSURE FORM

Medical services are provided under the New York State Medicaid Program, Title XIX of the Social Security Act, require the satisfactory completion of the Medicaid Provider Agreement Form and statement of reassignment, BUFFALO HEARING & SPEECH CENTER, INC., hereinafter made reference to and PROVIDER agrees as follows:

- A.
1. Retain records as appropriate to detail the extent of services furnished by Provider to recipient receiving assistance under the New York State for Medical Assistance.
 2. Furnish on request to the New York State Department of Health or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information relating to Medicaid claims referred by the Provider to the preschool county agency.
 3. Comply with disclosure requirements as specified in 42 CFR, Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other state and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable Federal and State Laws and Regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York pertaining to the release of educational documentation.

AUTHORIZED SIGNATURE _____

ADDRESS: _____

CITY: _____

TELEPHONE#: _____

STATE _____

ZIP _____

DATE SIGNED: _____

EXHIBIT B2

CWSN Preschool Medicaid Compliance Certifications

(Please complete **Provider's** form and include in each contract copy, with original signatures)

EXHIBIT B2

CWSN Preschool Medicaid Compliance Program

The Erie County Health Department, Children with Special Needs (CWSN) Division, has developed a Medicaid Compliance Program as required by Social Services Law 363-d. Our Early Intervention and Preschool Supportive Health Services Programs bill Medicaid in excess of \$500,000 per year.

The purpose of the Medicaid Compliance Program is to adopt and implement policies and procedures that are designed to preserve the integrity and safeguard assets of the Medicaid program and to provide internal controls and procedures that promote adherence to statutes and regulations applicable to Federal Healthcare Programs and private insurance requirements.

These documents provide guidance to all employees and independent contractors regarding the operation of the Medicaid Compliance Program and the available mechanisms through which compliance issues can and should be reported.

This plan was established to fulfill this Division's legal responsibility to submit correct claims to Medicaid and other payers, to identify and prevent illegal conduct and to minimize losses from false claims, to prevent unwanted events from occurring, to help the Division learn about these events before they occur, and if the event occurs without the Division learning about it first, this plan will help mitigate or reduce negative effects by demonstrating that these events are exceptions.

Each employee and contractor of the Erie County Department of Health (ECDOH) CWSN Division is responsible for adhering to the standards and the policies of the Medicaid Compliance Program

Code of Conduct

Erie County has an established Code of Ethics. This Code of Ethics is enacted pursuant to Article 18 of the General Municipal Law. It is the purpose of this Code to encourage public trust and to establish minimum standards of ethical conduct for County officers, employees, and other appointed officials, to afford them clear guidance, and to ensure that County government is as free from improper influence as to assure public confidence (see enclosed Code of Ethics for Erie County). In keeping with its ethics code, the ECDOH CWSN Division has developed a Medicaid Compliance Plan to reaffirm the commitment of this Division to abide by high legal and ethical standards in connection with the delivery of health care services by division employees and contractors who provide our services. Reportable incidents based on the Medicaid Compliance Plan include:

- Any employee or contractor who acquires information that gives him or her reason to believe that another employee or contractor is engaged in or plans to engage in conduct prohibited by the Medicaid Compliance Plan;
- Any information indicating that any other person or entity associated with the ECDOH CWSN Division plans to violate the standards of conduct or the policies and procedures contained in the Medicaid Compliance Plan or any other policies and procedures;
- Anyone who is instructed, directed, or requested to engage in conduct prohibited by the Medicaid Compliance Plan;
- Any other issues about which employees or contractors believe involve questionable activity.

Employees or contracted providers aware of any incidents which fit the description above must immediately refer to the Medicaid Compliance Plan section on Reporting Requirements and take action.

Education and Training on Medicaid Compliance Plan

At implementation of the Medicaid Compliance Plan, all current employees will be given a copy of the plan to review, and will be required to sign a Medicaid Compliance Certification. A copy of the certification will be filed in the employee's personnel file.

Initial training for all new employees shall review, at a minimum, the Medicaid Compliance Plan and the applicable Federal and State regulatory requirements relating to the provision of Medicaid services by the ECDOH CWSN Division, during orientation. Thereafter, all staff will be provided ongoing training as needed, at least once per year. Each employee will then be required annually to execute a statement affirming that he/she agrees to abide by the standards of the conduct and policies and procedures contained in this Medicaid Compliance Plan.

All contractors that furnish direct patient care services for the CWSN Division must sign the Medicaid Compliance Certification statement annually, indicating the contractor:

Has reviewed the Medicaid Compliance Plan, which may include, record maintenance, quality assurance review and liability of providers for failure to support the county/district relative to special services and programs paid by or reimbursed through Medicaid.

Will require compliance with standards of conduct and policies and procedures by all persons who provide services to the CWSN Division on behalf of such contractor.

Contracted providers may be required to participate in training programs relating to the ECDOH CWSN Division Medicaid Compliance Plan, as part of regularly scheduled mandatory provider meetings.

The Medicaid Compliance Officer (MCO) will distribute in writing any modifications to, or amendments to, the Medicaid Compliance Plan to all employees and/or contractors.

The MCO also will provide employees and/or contractors with written explanations of substantial changes in the applicable laws pertaining to Medicaid.

If the MCO determines that written materials are not sufficient to familiarize employees with the amendments to the Medicaid Compliance Plan, or changes in the applicable law, then Interim training sessions will be conducted.

EXHIBIT B2

Medicaid Compliance Certification-PROVIDER

Contractor/Consultant Medicaid Compliance Certification

I certify that I have reviewed the Erie County Department of Health - Children With Special Needs Division - Medicaid Compliance Plan. I promise to comply with the terms of the Medicaid

Compliance Plan, and I understand that violation of these terms May lead to the termination or non-renewal of my contract.

Signature: _____

Name (print): _____

Agency: _____

Date: _____

Joseph J. Luzzo
Buffalo Hearing & Speech Center, INC

5-6-14

EXHIBIT B2

Medicaid Compliance Certification-EMPLOYEE

Employee Medicaid Compliance Certification

I certify that I have reviewed the Erie County Department of Health - Children with Special Needs Division - Medicaid Compliance Plan and it has been explained to me. I promise to comply with the terms of the Erie County Department of Health - Children With Special Needs Division - Medicaid Compliance Program, and I understand that violation of these terms may lead to disciplinary action, up to and including the termination of my employment.

Signature: _____

Name (print): _____

Division: _____

Date: _____

Confidential Disclosure Policy and Reporting Requirements

The New York State School Supportive Health Services Program Compliance Agreement, entered into on July 20, 2009, by the New York State Department of Health (DOH), the New York State Education Department (SED) and the New York Office of the Medicaid Inspector General (OMIG) requires that the County and their contracted providers of service, shall establish a confidential disclosure mechanism enabling employees to disclose anonymously any practices or billing procedures, deemed by the employee to be inappropriate.

The Erie County Department of Health CWSN Division Confidential Disclosure Policy consists of the following:

1. All employees and contracted providers of the ECDOH CWSN Division have a duty to report suspected misconduct, in connection with alleged unethical or illegal behavior relating to Medicaid billing and the Medicaid Compliance Plan, without fear of retaliation or breach of confidentiality. A person can report suspected Medicaid fraud or abuse by any of the three methods below:

a) If any employee wishes to remain totally anonymous, such employee may send information, concerning such practice or billing procedure, in writing to the State Compliance Officer by U.S. mail, courier service, e-mail or facsimile transmission. Note that review and follow up will not be undertaken with respect to oral disclosures.

Rose Firestein
State Compliance Officer
New York State Department of Health
Office of General Counsel
90 Church Street, 4th Floor
New York, New York 10007
Telephone: 212-417-4393
Facsimile: 212- 417-4392
ref01@health.state.ny.us

b) Individuals can report suspected Medicaid fraud or abuse directly to the Office of the Medicaid Inspector General (OMIG). The toll-free New York State hotline (1-877-873-7283) will be conspicuously posted in each office for staff or other concerned parties to report suspected fraud or abuse. Complaints can also be filed online at www.omig.state.ny.us. The form to file a complaint is also available to staff through this manual.

c) Individuals may also approach the Erie County MCO directly, or by phone or email. If an individual wishes, they may submit, in writing, their cause for concern regarding the

4. The relevant county department and contractor of service shall undertake a review of the practice described in the employee's disclosure, within seven days, without attempting to uncover the identity of the complaining employee and shall determine: (a) whether the employee's allegations are credible, (b) whether any federal or state statute, regulation or policy pertaining to any practice or billing procedure related to Medicaid reimbursement of School or Preschool Supportive Health Services has been violated and (c) whether any such violation is systemic or was limited to one or a small number of cases.

All interaction with the MCO will be logged and a report will be made on each incident. The MCO will be responsible to ensure appropriate follow-up for each incident and will maintain records to track the nature, topic, and source of calls suspected misconduct. (See form.) All attempts to keep the reporter's identity confidential will be made, and the form may be submitted anonymously.

2. If the Compliance Officer is aware of the employee's identity, he/she will not reveal it to any other person without the employee's written consent, provided by U.S. mail, courier service, e-mail or facsimile transmission.

3. The relevant state agencies and county department shall address any violation found during the review, whether systemic or limited, in a manner designed to avoid a similar violation in the future and to remedy the effect of the violation in the cases in which it was found to have occurred. If the review determines the violation was systemic, the relevant state agencies and local school district shall take all steps necessary to identify the cases in which the violation occurred and then to remedy the effect of the violation in those cases.

As a result of reporting by individuals and subsequent investigations, the MCO will assess the necessity for amendments to the Medicaid Compliance Plan, as well as any changes in policy and procedure that may be needed.

All responses to incidents and follow-up will be documented and maintained by the MCO

(See Medicaid Complaint Form).

The Erie County Department of Health CWSN Division will not permit any retaliation against any employee or contractor for reporting compliance issues.

Employees or contractors reporting compliance issues will be covered and protected under various provisions in both State and Federal Law. Most notably, the "qui tam" or "whistle-blower" provisions of the False Claims Act address these issues. Other Federal and State laws also incorporate so-called "whistle-blower" provisions. The applicable laws are listed at end of policy.

Investigations and Corrective Action

5) Upon receiving report of a known or suspected violation of the Medicaid Compliance Plan, the MCO will notify the Division Director and Health Commissioner.

Within 60 days of receiving notice from the Compliance Officer of the information provided by an employee, the relevant county department and/or division shall: (a) complete the review of such allegations and any remedial plan required as a result of such review and (b) provide to the Compliance Officer a written description of the review, the remedial plan and all actions taken pursuant to such plan. In the event the county determines that the employee's allegations are not credible, the written response shall describe the bases for such determination. The written document shall identify the individual(s) at the relevant county department who was(were) responsible for approving the review, the remedial plan and all actions taken pursuant to such plan, including the person's name, job title, telephone number, mailing address, e-mail address and fax number.

If, as a result of the investigation, the department determines that a provision of the Medicaid Compliance Plan has been violated, then the department's report will recommend to the Health Commissioner the corrective solution warranted under the circumstances.

With the assistance of the Division Director, and in conjunction with any necessary outside parties (e.g., HR, County Attorney, OMIG, etc.), corrective action will be implemented, including:

- Any necessary disciplinary action,
- Communications to employees and contractors, regarding any amendments or modifications to the Medicaid Compliance Plan,
- Directing that any appropriate refunds to government or private payers be made.

6. If the Compliance Officer is not satisfied with the review, the remedial plan, or the actions taken pursuant to such plan, he/she may discuss the matter with the relevant county department and contracted provider to resolve these concerns. In addition, the Compliance Officer may, if he/she considers it necessary to assure the County's compliance with the Compliance Agreement, request that the Audit Unit of the County Comptroller undertake an audit to determine: (a) whether a violation occurred, (b) whether any such violation has been remedied and (c) whether the remedial action is sufficient to prevent similar violations in the future.

Disciplinary Procedures

The CWSN Division shall consistently enforce, through appropriate disciplinary mechanisms, the Medicaid Compliance Plan.

Disciplinary procedures for violation of the Division's Medicaid Compliance Plan by an employee will follow the provisions of the applicable collective bargaining agreement and personnel policies of the County.

Disciplinary procedures that are appropriate will be determined on a case-by-case basis in conjunction with County Personnel Department, the County Attorney, and CESA (as needed).

Discipline may involve direction from outside parties (e.g., OMIG, Law enforcement, NYSDOH, NYSED), for further investigation and/or prosecution.

Disciplinary action will be taken against employees who either:

- Authorize or participate directly in a violation of the Medicaid Compliance Plan.
- Deliberately fail to report a violation.
- Deliberately withhold relevant and material information concerning a violation of the Medicaid Compliance Plan.
- Report a compliance issue if an investigation reveals that he/she violated or participated in a violation of the Medicaid Compliance Plan.

Appropriate action will be taken to prevent recurrence.

Disciplinary action may be taken against the violator's manager or supervisor, to the extent that the circumstances of the violation reflect inadequate training, leadership, or a lack of diligence.

Agency and Independent Contractors of the CWSN Division are held to the same standards regarding the Division's Medicaid Compliance Plan as employees. Reasons for disciplinary action are listed above.

Violation may result in termination of any agreement pursuant to the terms thereof, depending on the circumstances of each violation. In addition, the matter may be referred to an outside agency (e.g., OMIG, DOH, DOE) for further investigation and/or prosecution.

Billing Policies and Procedures

Billing Compliance

The ECDOH CWSN Division only bills for medically reasonable, necessary, and/or appropriate health care items and services rendered or provided to eligible infants, toddlers, and preschoolers with a disability. The Division must comply with specific billing requirements for government programs (like Medicaid), third-party payers, and the State of New York.

Employees and contractors are expected to be familiar with the billing requirements under government programs and private insurance plans for all health care items and services provided by the CWSN Division.

Employees and contractors of the Division have an obligation to ensure that all bills submitted to the County for payment are accurate and complete. All invoices, bills, claims, records, and reports submitted should be clear and accurate and should provide sufficient information and documentation to substantiate:

- The medical necessity of such services provided.
- The cost for such services.
- The identity of the health care professional(s) involved in the rendering of such services.
- Any other information deemed necessary by the County to substantiate Medicaid claims or meet program requirements.

The Early Intervention and Preschool Supportive Health Services Programs each have specific billing rules related to claiming for Medicaid services. There are significant differences in what each program requires to document a Medicaid claim. The specific process for each program is detailed later in this section. However, no claim moves forward to Medicaid until the County has made every effort to ensure accuracy in billing.

Quality Assurance

Division supervisory staff regularly attend State sponsored regulatory reviews of our contracted agencies.

Billing Personnel

The CWSN Division requires all billing personnel to be knowledgeable regarding the billing policies and procedures, established by Medicaid, relating to services associated with the Early Intervention Program and the Preschool Supportive Health Services.

The Division is committed to providing/authorizing involvement in training to billing personnel to help keep them up to date on billing policies and procedures.

All questions regarding billing requirements for Medicaid should be directed to the Billing Supervisor. If this individual is unavailable, then an employee should bring a question to the division director, as appropriate.

If the Billing Supervisor is unable to answer billing questions that arise, then he or she should contact Medicaid directly for additional information and/or clarification regarding the appropriate billing requirements.

General Policies

The CWSN Division ensures that all personnel, whether direct employees or contracted staff, are qualified professionals under Medicaid regulations, as well as under DOH and DOE.

The Provider collects and keeps on file the following:

- Current licensure/registration information.
- National Provider Identification Number.
- OMIG clearance from the restricted provider list (this is checked at hire and monthly thereafter) at www.omig.state.ny.us.
- All employees and contracted staff are cleared through the State Central Registry for Child Abuse.

Monthly billing by providers would be held and not move forward for payment until this information is current. It is the responsibility of the billing staff to stop payment at this point until any issues have been resolved. If issues cannot be resolved, payment will not be made for associated claims.

Early Intervention

Early Intervention services are covered under Medicaid as part of the Federal Rehabilitation Act. Regulations in the program require municipalities administering Early Intervention to pay for program costs upfront and then seek reimbursement through the following avenues:

- Third-party Insurance.
- Medicaid.
- The New York State Department of Health. The Division has procedures in place to ensure that we have accurate documentation on each child to bill Medicaid. These include:

- For each child in the program, insurance information is obtained. This information is updated monthly in conversation with the family and is checked in a web-based program called WNYHealthNet.
- If a child has Medicaid, initial eligibility is checked on the state WMS. Eligibility is checked monthly thereafter, or if the family reports a change in insurance.
- A script for every service under the program is obtained from the child's primary physician. For any change in service (increase, decrease, additional, etc.), a new script is obtained.
- As per Early Intervention regulation, the Individual Family Service Plan (IFSP) serves as documentation for medical necessity under the program.
- IFSPs are reviewed at least every six months, or more frequently, if it is in the best interests of the child.
- Provider billing should be submitted monthly.
- Providers of Early Intervention services are required to complete (and submit with their billing) an Accountability Form for each date of service with patient signature and a corresponding daily session note for that day of service.
- A fiscal desk audit may be performed on the Provider billing by comparing the Provider billing to the Accountability Form for accuracy.

When a desk audit is completed, the County will recover any funds owed due to errors or violations.

Preschool Program

Selected preschool services are covered under Medicaid as part of Medicaid-In-Education. Regulations in the Preschool Program require municipalities administering Preschool Special Education Services to pay for program costs up front, and then seek reimbursement through the following avenues:

- Medicaid.
- The New York State Department of Education.

The CWSN Division uses the McGuiness Preschool System for data entry, electronic STAC processing and state claims in the program. Medicaid billing is processed using MedWeb by internal billing staff. Staff and contracted providers are familiar with the Medicaid-In-Education Claiming/Billing Handbook #6 and receive ongoing training regarding the regulations governing Medicaid-In-Education.

The Division has procedures in place to ensure that we have accurate documentation on each child before Medicaid is billed. (see CWSN Medicaid Procedures - Appendix X) This includes essential information that needs to be in place before a bill would be sent to Medicaid such as:

- A script in place for all Medicaid eligible services. Prescriptions are obtained by providers.

- Parental consent for release of information for Medicaid funding is in place.
- The County receives the evaluation results and IEPs from the school district for the child's record.
- Providers of Preschool service are required to complete and keep on file an original time log for each date of service with parent signature. A corresponding daily session note for that date of service should be available to the County, at their request.
- In the case of a Teacher of the Speech and Language Disabilities, a COTA, or a PTA, a CUDA form must be completed by a licensed SPL with required face-to-face documented before Medicaid would be billed. Provider billing is then forwarded to the Division, on a monthly basis.
- Preschool administrative staff conducts fiscal audits of each provider annually. The audits involve reconciling IEP mandated services with billed services and corresponding progress notes and/or attendance records.

Social Services Law §145-b False Statements

It is a violation to knowingly obtain or attempt to obtain payment for items or services furnished under any Social Services program, including Medicaid, by use of a false statement, deliberate concealment or other fraudulent scheme or device. The State or the local Social Services district may recover three times the amount incorrectly paid. In addition, the Department of Health may impose a civil penalty of up to \$2,000 per violation. If repeat violations occur within 5 years, a penalty up to \$7,500 per violation may be imposed if they involve more serious violations of Medicaid rules, billing for services not rendered or providing excessive services.

Social Services Law §145-c Sanctions

If any person applies for or receives public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the person's, the person's family's needs are not taken into account for 6 months if a first offense, 12 months if a second (or once if benefits received are over \$3,900) and live years for 4 or more offenses.

B. CRIMINAL LAWS

Social Services Law §145 Penalties

Any person, who submits false statements or deliberately conceals material information in order to receive public assistance, including Medicaid, is guilty of a misdemeanor.

Social Services Law § 366-b; Penalties for Fraudulent Practices.

Any person who obtains or attempts to obtain, for himself or others, medical assistance by means of a false statement, concealment of material facts, impersonation or other fraudulent means is guilty of a Class A misdemeanor.

Any person who, with intent to defraud, presents for payment and false or fraudulent claim for furnishing services, knowingly submits false information to obtain greater Medicaid compensation or knowingly submits false information in order to obtain authorization to provide items or services is guilty of a Class A misdemeanor.

Penal Law Article 155, Larceny.

The crime of larceny applies to a person who, with intent to deprive another of his property, obtains, takes or withholds the property by means of trick, embezzlement, false pretense, false promise, including a scheme to defraud, or other similar behavior. It has been applied to Medicaid fraud cases.

Fourth degree grand larceny involves property valued over \$1,000. It is a Class E felony.

Third degree grand larceny involves property valued over \$3,000. It is a Class D felony.

Second degree grand larceny involves property valued over \$50,000. It is a Class C felony.

First degree grand larceny involves property valued over \$1 million. It is a Class B felony.

Penal Law Article 175, False Written Statements.

Four crimes in this Article relate to filing false information or claims and have been applied in Medicaid fraud prosecutions:

§175.05, Falsifying business records involves entering false information, omitting material information or altering an enterprise's business records with the intent to defraud. It is a Class

A misdemeanor.

§175.10, Falsifying business records in the first degree includes the elements of the §175.05 offense and includes the intent to commit another crime or conceal its commission. It is a Class E felony.

§175.30, offering a false instrument for filing in the second degree involves presenting a written instrument (including a claim for payment) to a public office knowing that it contains false information. It is a Class A misdemeanor.

§175.35, offering a false instrument for filing in the first degree includes the elements of the second degree offense and must include an intent to defraud the state or a political subdivision. It is a Class E felony.

Penal Law Article 176, Insurance Fraud,

Applies to claims for insurance payment, including Medicaid or other health insurance.

Insurance and contains six crimes:

- a) Insurance Fraud in the 5th degree involves intentionally filing a health insurance claim knowing that it is false. It is a Class A misdemeanor.
- b) Insurance fraud in the 4th degree is filing a false insurance claim for over \$1,000. It is a Class E felony.

c) Insurance fraud in the 3rd degree is filing a false insurance claim for over \$3,000. It is a Class D felony.

d) Insurance fraud in the 2nd degree is filing a false insurance claim for over \$50,000. It is a Class C felony.

e) Insurance fraud in the 1st degree is filing a false insurance claim for over \$1 million. It is a Class B felony.

Aggravated insurance fraud is committing insurance fraud more than once. It is a Class D felony.

Penal Law Article 177, Health Care Fraud,

Applies to claims for health insurance payment, including Medicaid, and contains five crimes:

a) Health care fraud in the 5th degree is knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions. It is a Class A misdemeanor.

b) Health care fraud in the 4th degree is filing false claims and annually receiving over \$3,000 in aggregate. It is a Class E felony.

c) Health care fraud in the 3rd degree is filing false claims and annually receiving over \$10,000 in the aggregate. It is a Class D felony.

d) Health care fraud in the 2nd degree is filing false claims and annually receiving over \$50,000 in the aggregate. It is a Class C felony.

e) Health care fraud in the 1st degree is filing false claims and annually receiving over \$1 million in the aggregate. It is a Class B felony.

III. WHISTLEBLOWER PROTECTION

Federal False Claims Act (31 U.S.C. §3730(h))

The FCA provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C.3730(h). Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

NY False Claim Act (State Finance Law §191)

The False Claim Act also provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the Act. Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

New York Labor Law §740

An employer may not take any retaliatory action against an employee if the employee discloses information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that the employer is in violation of a law that creates a substantial and specific danger to the public health and safety or which constitutes health care fraud under Penal Law §177 (knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions). The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

New York Labor Law §741

A health care employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care. The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

10/26/07

EXHIBIT C

Written Notification Form

Written Notification Regarding Use of Public Benefits or Insurance to Pay for Certain Special Education and Related Services

You are receiving this written notification to give you information about your rights and protections under the Federal Individuals with Disabilities Education Act (IDEA), so that you can make an informed decision about providing your written consent to allow Erie County to use your or your child's public benefits or insurance to pay for special education and related services that the County is required to provide at no cost to you and your child.

Funds from a public benefits or insurance program (ex, Medicaid funds) may be used by the County to help pay for special education and related services, but only if you provide your consent, as explained below.

Before the County can ask you to provide your consent to access your or your child's public benefits or insurance for the first time, it must provide you with this notification of the rights and protections available to you under IDEA. This notification is intended to help you understand these rights and protections, including the type of consent the County will ask you to provide. If you choose not to provide your consent, or later decide to withdraw your consent, the county has a continuing responsibility to ensure that your child is provided all required special education and related services under IDEA at no charge to you or your child.

PARENTAL CONSENT : 34 CFR §300.154 (d)(2)(iv)(A)-(B) and NYCRR § 200.5 (b)(8)(i)

Beginning July 3, 2013, before the County can use your child's public benefits or insurance for the first time to pay for special education and related services under IDEA, it must obtain your signed and dated written consent. The county is only required to obtain your consent one time. THIS CONSENT REQUIREMENT HAS TWO PARTS.

1. Consent to share records about your child: The county is required to obtain your writing consent before sharing personally identifiable information about your child (such as name, address, social security #, individualized education plan (IEP)) from your child's education records. In asking for consent the county will A) Identify the records or information that will need to be shared B) tell you the purpose of sharing the records and C) identify the agency to which the county may disclose the information (ex, the Medicaid agency).
2. Consent to bill your public insurance program (ex, Medicaid) : Your consent must include a statement specifying that you understand and agree that the county may use you or your child's public benefits or insurance to pay for some of your child's special education services.

If the county has on file your consent provided before July 3, 2013 to release your child's records and to use you or your child's public benefits or insurance to pay for special education and related services, the county is required to request a new consent from you ONLY when there is a change in : the type of services to be provided to your child (ex, speech therapy), the amount of services provided to your child (ex, hours per week), or the cost of services (amount charged to public benefits or insurance program).

If any of these changes occur, the county must obtain from you a new one-time consent. Before you provide the new, one-time consent, the county must provide you with this notification. Once you provide this consent you will not be required to provide the county with any additional consent in order for it to access you or your child's public benefits or insurance even if your child's services change in the future. However, the County must continue to provide you with this notification annually.

You have the right to withdraw your consent at any time. If you withdraw your consent, the County must still provide all of your child's IEP special education and related services at no cost to you. To withdraw your consent, you will need to submit your request in writing to the County.

NO COST PROVISIONS 34 CFR § 300.154 (d)(2)(i)-(iii) AND 8 NYCRR§ 200.5(b)(8)(ii)(b)-(d)

The IDEA "no cost" protections regarding the use of public benefits or insurance are as follows:

- 1) The county may not require you to sign up for, or enroll in, a public benefits or insurance program in order for your child to receive a free appropriate public education.
- 2) The county may not require you to pay any out-of-pocket expenses, such as the payment of a deductible or co-pay amount for filing a claim for services that the County is otherwise required to provide your child without charge.
- 3) The County may not use you or your child's public benefits or insurance if using those benefits or insurance would :
 - a. Decrease your available lifetime coverage or any other insured benefit, such as a decrease in your plan's allowable number of physical therapy sessions available to your child or a decrease in your plan's allowable number of sessions for mental health services;
 - b. Cause you to pay for services that would otherwise be covered by your public benefits or insurance program because your child also requires those services outside of the time your child is in school;
 - c. Increase your premium or lead to the cancellation of your public benefits or insurance; or
 - d. Cause you to risk the loss of your child's eligibility for home and community based waivers that are based on your total health-related expenditures.

We hope this information is helpful to you in making an informed decision regarding whether or not to allow the County to use you or your child's public benefits or insurance to pay for special education and related services under IDEA.

For additional information and guidance on the requirements governing the use of public benefits or insurance to pay for special education and related services see :

<http://www2.ed.gov/policy/speced/reg/idea/part-b/part-b-parental-consent.html>.

EXHIBIT C-1
ATTESTATION FORM

EXHIBIT C-2

Certification of Under-the-Direction and Accessibility
(CUDA) Form Samples

EXHIBIT C 1

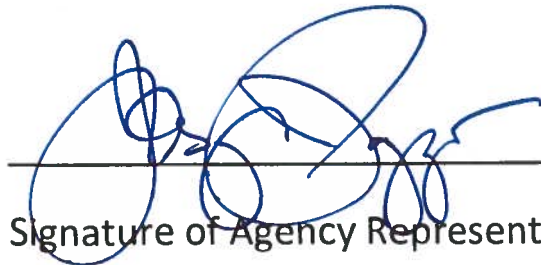
ATTESTATION OF HAVING PROVIDED WRITTEN NOTIFICATION

I Joseph J. Gazzo attest that the

Print name of Agency Representative

Written Notification Regarding Use of Public Benefits or Insurance to Pay for Certain Special Education and Related Services form (which is listed as Exhibit C in the Related Services contract Erie County holds with my agency)

was provided to the family of each child listed on the attached form on the date indicated.



Signature of Agency Representative

5-6-14

Date

EXHIBIT C-2

Certification of Under-the-Direction and Accessibility (CUDA) Form Samples

Exhibit C-2

Erie County Department of Health Preschool Program

CERTIFICATION OF UNDER THE DIRECTION AND ACCESSIBILITY

Speech Therapy

Month _____ Year _____

Student _____ M / F _____
Last name First name Date of Birth

New York State Certified TSHH/TSLD _____

Date	Type of Access Provided

Access Type Codes

F - Face to Face = direct observation of child
-Direct observation that occurs at the start of the
2 month or 10 month IEP only **OR** when there is a
change in the UDOSLP or the IEP specifications
C - Communication Book
T - Telephone
E - E-mail
M - Mail
IM - Instant Message

TM - Text Message
OD - Office Discussion
QO - Quarterly Observation
-Observation each quarter as
required by NYSED.
PO - Periodic Observation
-Used if additional
observations occur beyond
quarterly observation.

I _____, CCC-SLP, New York State licensed
Speech-Language Pathologist, certify that I am providing "Under the Direction" services to the
above named TSHH/TSLD.

SLP Signature _____ NYS License # _____

Provider Agency _____

EXHIBIT D

Sample of Monthly Invoice

EXHIBIT D

PRESCHOOL PROGRAM

Therapeutic Learning for Tots
1234 Broadway Avenue

Bill to:

Erie County Special Needs

**Preschool Program
95 Franklin St. Rm.**

Best City, NY 01234

Buffalo, NY 14202

Invoice # 123456

Invoice Date: 01/31/11

Billing for: PS RS

Billing Rate: \$50.00

Child's Name	DOB	Service	Start Date	Term Date	Service MM/YYYY	Sessions	Amount
Anchor, Ryan	09/23/05	Speech Therapy	12/10/10		01/2011	8	\$400.00
Cohan, Lindsey	12/15/07	Speech Therapy	09/08/10		01/2011	5	\$250.00
Gomez, Delina	07/11/07	Physical Therapy	09/08/10		01/2011	1	\$50.00
Light, Caden	11/11/06	Speech Therapy	12/07/10		01/2011	2	\$100.00
Lowney, Robert	03/29/06	Physical Therapy	09/08/10		01/2011	4	\$200.00
Port, Colin	08/30/07	Occupational Therapy	09/08/10		01/2011	4	\$200.00
Reef, Coral	04/09/07	Speech Therapy	09/08/10		01/2011	11	\$550.00
Rufus, Kaylee	09/24/06	Speech Therapy	09/08/10		01/2011	15	\$750.00
Sieber, Justin	02/13/05	Speech Therapy	01/04/11		01/2011	10	\$500.00
Swift, Saylor	06/18/06	Occupational Therapy	09/09/10	01/15/11	01/2011	4	\$200.00
Wiggle, Cara	10/10/07	Occupational Therapy	09/08/10		01/2011	13	\$650.00
						Total Amount Due	\$3,850.00

EXHIBIT E

INSURANCE CERTIFICATE

(Please include a copy in each contract copy submitted)

EXHIBIT E

CLASSIFICATION C: PROFESSIONAL SERVICES COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification C: Contracts Involving Professional Services

1. The provider of professional services shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
 - A. Comprehensive General Liability
 - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 per occurrence and annual aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
 - Personal Injury Liability (Coverages A, B & C)
 - B. Automobile Liability
 - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$500,000 each occurrence. The coverage shall include Owned, Hired, and Non Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policies).
 - C. Excess "Umbrella" Liability
 - with a minimum limit of \$1,000,000
 - D. Workers' Compensation and Employers' Liability
 - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York.
 - E. Disability Benefits
 - providing statutory coverage in compliance with the New York State Disability Benefits Law.
 - F. Professional Liability (Errors and Omissions or Malpractice)
 - with a minimum limit of \$1,000,000

2. Comprehensive General Liability, Automobile Liability and Excess "Umbrella" Liability and Professional Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
 - A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
 - B. The insurance shall apply separately to each insured (except with respect to the limit of liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 69 Delaware Avenue, Buffalo, N.Y. 14202 and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

REV 1/85



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

225 OAK STREET, BUFFALO, NEW YORK 14203-1685
Phone: (716) 851-2213

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 461373017
BUFFALO HEARING AND SPEECH
CENTER INC
50 EAST NORTH STREET
BUFFALO NY 14203

POLICYHOLDER

BHSC SUPPORT SERVICES INC
DBA BHSC SERVICES
50 EAST NORTH STREET
BUFFALO NY14203

CERTIFICATE HOLDER

ERIE COUNTY DEPARTMENT OF HEAL
95 FRANKLIN ST
BUFFALO NY 14202

POLICY NUMBER
B 2303 725-2

CERTIFICATE NUMBER
110483

PERIOD COVERED BY THIS CERTIFICATE
10/01/2013 TO 10/01/2014

DATE
4/22/2014

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2303 725-2 UNTIL 10/01/2014, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/01/2014 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 149404685



CERTIFICATE OF LIABILITY INSURANCE

BUFFHEA-01

MBRADLEY

DATE (MM/DD/YYYY)

4/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1 (716) 849-8618	FAX (A/C, No): 1 (716) 849-8291
INSURED Buffalo Hearing & Speech Center Inc 50 East North Street Buffalo, NY 14203	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

NAIC #

18058

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1056826	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liab/Sex Abuse						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1056826	8/1/2013	8/1/2014	Professional \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PHUB430243	8/1/2013	8/1/2014	PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds

BHSC Management Corporation
BHSC Support Services
Buffalo Hearing & Speech Center, Inc.
Buffalo Hearing & Speech Center Foundation, Inc.

CERTIFICATE HOLDER**CANCELLATION**

Erie County Department of Health
95 Franklin St.
Buffalo, NY 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F

NYSDOH APPROVAL TO PROVIDE SERVICES

(Please include a copy in each contract copy submitted)

NYS Early Intervention Program

Provider Profile

Prov ID: 483

Tax ID: 16-0776186

Status: Approved

Buffalo Hearing and Speech Center Inc.

50 East North Street

Buffalo, NY 14203

Telephone: 716-885-8318

Fax: 716-882-1354

Contact: Lynn C. Shea

Early Childhood Program Director

716-885-8318 Ext: 2233

CEO: Joseph Cozzo

716-885-8318

Approving Agency: NYSED

Date Approved: 06/08/1994

Medicaid Agreement: Yes

Incorporation Papers: Yes

Health & Safety Policy: Yes

OCFS Resource ID: 20057421

Classifications:

4410 and Article 28 D & T Centers

Approved Services:

Core & Supplemental Evaluations

Service Coordination Services

Service Provider including:

Home & Community-based Individual Collateral Visits

Facility-based Individual/Collateral Visits

Parent-child Groups

Group Developmental Intervention

Family/Caregiver Support Groups

Qualified Personnel:

Audiologist, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physician, Psychologist, Registered Dietician, Registered Nurse, School Psychologist, Social Worker, Special Education Teacher, Speech and Language Pathologist, Teacher of the Blind and Partially Sighted, Teacher of the Deaf and Hearing Impaired and Teacher of the Speech and Hearing Handicapped

Catchment Area:

Cattaraugus (Contracted), Chautauqua (Contracted), Erie (Contracted), Genesee (Contracted), Niagara (Contracted) and Wyoming

Languages:

Sign

Sites:

Buffalo Hearing and Speech Center

50 E. North St.

Buffalo, NY 14203

County: Erie

Telephone: 716-885-8318

2014 Budget Resolutions

RESOLVED, that the following are specifically made a part of the official budget and capital program for 2014:

1. RESOLVED, that County officials and employees shall be reimbursed for the use of privately owned automobiles in the performance of county business. The rate per mile for those employees covered by collective bargaining agreements shall be adjusted pursuant to provisions of these agreements and will be extended to all county employees upon notification of the Comptroller by the County Executive.
2. RESOLVED that the 2014 Budget is hereby amended to include appropriate legislative actions completed since September 1, 2013.
3. RESOLVED, that the County Executive is authorized to accept and administer all grants and awards made to the County by an outside agency including the state and federal governments; and be it further

RESOLVED, that the County Executive is hereby authorized to enter into contracts with grantor agencies for the purpose of receiving grants awarded or budgeted for fiscal year 2014; and be it further

RESOLVED, that approval is also authorized to apply any unused balance from one grant program to the same grant program of a subsequent year, with the approval of the grantor and the Director of Budget and Management; and be it further

RESOLVED, that except where otherwise prohibited by law or contract, in the event that the federal or state share or reimbursement for any grant is reduced, the County of Erie's share shall be reduced proportionately. Except where otherwise prohibited by law or contract, if any grant funding is not continued by the grantor, the County Executive is hereby authorized to adjust, reduce or terminate any item of appropriation in any such grant or project; and be it further

RESOLVED, that in the case of a grant expiring or grant funding reductions any and all positions authorized by that grant funding shall be deleted, and no further expenditures for personnel or any other appropriations shall be authorized; and be it further

RESOLVED, that the Director of Budget and Management is hereby authorized, subject to prior legislative approval, to adjust grant appropriations and revenues in accordance with the final grantor funding levels or grantor authorized changes to award amounts, provided there are no changes to authorized personnel levels and county share amounts.

4. WHEREAS, interdepartmental billings between county departments represent the cost that a department incurs for services provided to another department or grant and are used in part to maximize revenue in departments that are eligible for reimbursement; and

WHEREAS, interdepartmental billing accounts cannot be used to purchase goods or supplies and, therefore, cannot be utilized to increase expense.

RESOLVED, that the County Executive is hereby authorized to enter into contracts and amendments to those contracts, with the following organizations approved by New York State to provide Early Intervention and Preschool Education in whatever form of incorporation they maintain along with their subsidiaries, affiliates and practice groups to provide Public Health Services in order to assure continuation of vital services:

ARC of Orleans County (Rainbow Preschool)
Aspire (aka Cerebral Palsy Association of Western New York)
Aurora Audiology and Speech Associates
Baker Victory Services
Baker Victory Services dba Child Pro of WNY
Beyond Boundaries: Therapy for Kids
Blessed Beginnings Family Services
BOCES - Erie #1
Bornhava, Specialized Early Childhood Center of WNY
Buffalo Hearing and Speech Center
Buffalo Guidance Group
Cantalician Center for Learning
Cattaraugus-Allegany-Erie-Wyoming BOCES
CHC Learning Center
Child Pro (aka: Southshore Comprehensive Therapies)
Diversified Children's Services
Elizabeth Pierce Olmstead, M.D., Center for the Visually Impaired
Erie – Chautauqua – Cattaraugus BOCES # 2
Erie County Medical Center Corporation
Ganormic (dba: Wee Can Preschool)
Gateway-Longview Therapeutic Preschool
Hearing and Speech Center of WNY
Hearing Evaluation Services of Buffalo
Heritage Education Program (ARC)
InterActive Therapy Group
Kaleida Health System
League for the Handicapped
Liberty Post
McAuley Seton Home Care Corporation
Niagara – Orleans BOCES
Orchard Park Early Intervention RN Services
People Inc.
Silver Creek Montessori (aka: Buffalo Hearing and Speech at Fredonia)
Speech, Language and Communication Associates
Southtowns Childrens SLP, PT & OT Associates
Stepping Stone Physical Therapy
Summit Educational Services
Tender Loving Care Health Care Services
Therapeutic LINK for Children
Two OT's Inc. (dba: Foundations Development Readiness Center Children's Occupational Therapy Resources)
United Cerebral Palsy Association of Western New York (Aspire)

and be it further